

Stip affects confirmed plan

UNITED STATES BANKRUPTCY COURT  
FOR THE PHILADELPHIA DISTRICT OF PENNSYLVANIA

In the Matter of

Allen L. Wilt and  
Diane M. Wilt,  
Debtors

Bank of America, N.A., its assignees and/or  
successors in interest,  
Movant

vs.

Allen L. Wilt and  
Diane M. Wilt,  
Respondents  
William C. Miller,  
Trustee

CHAPTER 13

CASE NO.: 16-18810-elf

HEARING DATE: 01/07/2020

HEARING TIME: 9:30 a.m.

LOCATION

U.S. Bankruptcy Court  
Robert N.C. Nix Federal Courthouse  
Courtroom No 1  
900 Market Street  
Philadelphia, PA 19107

CONSENT ORDER RE MOTION FOR RELIEF

IT IS HEREBY CONSENTED by and between Movant, Bank of America, N.A., its assignees and/or successors in interest, through its retained counsel, Jason Brett Schwartz, Esquire, and Debtors Allen L. Wilt and Diane M. Wilt, through their counsel, Brad J. Sadek, Esquire, and William C. Miller, Chapter 13 Trustee, as follows:

1. Debtors shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as 23 Ridley Ave, Aldan, Pennsylvania 19018, in a timely fashion, commencing with the February 1, 2020 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, P.O.

Box 3730, Anaheim, CA 92806, Attention: Bankruptcy Department.

2. Debtors shall pay off arrearages in the total amount of \$11,958.91, representing the monthly payments (\$1,918.30 each) due from August 1, 2019 through January 1, 2020, attorneys' fees and costs in the amount of \$1,231.00, less applied suspense in the amount of \$-781.89. Said arrearages shall be through the Debtors' Chapter 13 Plan. Debtor shall amend the Chapter 13 Plan within 30 days of entry of the Order to reflect the addition of said arrears. Movant may file a Supplemental Proof of Claim for the arrears.

3. In the event Debtors fail to timely and properly comply with the payments set forth in Paragraph 1 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, Movant may mail a Letter of Default to Debtors and Debtors' counsel. Debtors shall have fifteen (15) days from the date of mailing of said Letter within which to cure the existing breach. If Debtors fail to do so, then on the sixteenth (16<sup>th</sup>) day, Movant shall serve and lodge a Certification of Default along with a final Order for Relief from the Automatic Stay. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. A Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c) is not required for the fees and costs included and disclosed as part this Order.

7. Debtors and Movant hereby acknowledge that except as modified by this Consent Order, all terms, conditions, rights and remedies contained in the loan documents shall remain in full force and effect and continue to remain valid and enforceable. Debtors further acknowledge and agree that this consent order is a supplement in addition to the loan documents and not in lieu thereof.

8. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect, and may be submitted to the Court. Any amendments to this consent order must be in writing signed by both the Debtors and the Movant or their respective counsel.

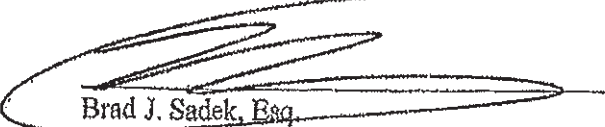
Dated: \_\_\_\_\_

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz  
Jason Brett Schwartz, Esquire  
Retained Counsel for Movant  
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FHAC:241-4965

Dated: 1/15/20



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Dated: 1/22/20

William C. Miller  
Chapter 13 Trustee  
P.O. Box 1229  
Philadelphia, PA 19105  
215-627-1377

William C. Miller  
NO OBJECTION  
\*without prejudice to any  
trustee rights and remedies.

## ORDER

The foregoing Stipulation is **APPROVED**

Eric L. Frank  
ERIC L. FRANK  
BANKRUPTCY JUDGE

Date: 1/30/20